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Attorneys for Creditor  
CRHMFA Homebuyers Fund

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION

In re:	)	CASE NO. 15-27566 - C - 13C
	)	
JEFFREY SCOTT NEITHERCUTT and	)	DC No.: RAC-1
BECKY LYDIA NEITHERCUTT,	)	
	)	Date: November 24, 2015
Debtors.	)	Time: <u>2:00 p.m.</u>
	)	Court Room 33
	)	501 I Street, 6th Floor
	)	Sacramento, California
	)	Judge: Hon. Christopher M. Klein

EXHIBIT TO REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF  
OPPOSITION TO MOTION TO VALUE COLLATERAL OF  
CRHMFA HOMEBUYERS FUND

Page(s)

<b>Exhibit A</b>	Docket item Nos. 24 and 25 in the current bankruptcy	
	Case No. 15-27566 ("Current Bankruptcy"), namely the	
	Declaration of Peter Tran in Support of Objection to	
	Confirmation of Chapter 13 Plan, and the exhibits thereto	2-23

# EXHIBIT A

4

DOUGLAS H. KRAFT, ESQ. (State Bar No.155127)  
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UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION

In re:	)	CASE NO. 15-27566 - C - 13C
JEFFREY SCOTT NEITHERCUTT and	)	DC No.: KO-01
BECKY LYDIA NEITHERCUTT,	)	
Debtors.	)	Date: December 8, 2015
	)	Time: <u>2:00 p.m.</u>
	)	Court Room 33
	)	501 I Street, 6th Floor
	)	Sacramento, California
	)	Judge: Hon. Christopher M. Klein

**DECLARATION OF PETER TRAN IN SUPPORT OF  
OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN**

I, Peter Tran, declare as follows:

- I am employed as Manager of Operations of creditor CRHMFA Homebuyers Fund ("CHF"), and I am responsible for managing the loan made by CHF to JEFFREY SCOTT NEITHERCUTT and BECKY LYDIA NEITHERCUTT ("Debtors," each a "Debtor"). If called upon to testify as to the matters set forth herein, I could and would competently testify thereto, as the matters set forth herein are personally known to me to be true or I have gained knowledge of them from CHF's books and records which are kept in the ordinary course of CHF's business.
- This declaration is submitted in support of CHF's objection ("Objection") to confirmation of Debtors' Chapter 13 plan.

///

1    **The Loan**

2           3.       Debtors are jointly and severally indebted to CHF under a loan identified in  
3   CHF's books and records as File No. 2036, in the original principal amount of Sixty-Four  
4   Thousand Seven Hundred Twenty Five and No/100 Dollars (\$64,725.00) (the "Loan"). The  
5   Loan is evidenced by that certain CHF Loan And Security Agreement (And Grant) dated January  
6   19, 2012 (the "Loan and Security Agreement"), in the original principal amount of \$64,725.00,  
7   executed by Debtors in favor of CHF. A true and correct copy of the Loan and Security  
8   Agreement is attached hereto as **Exhibit A**.

9           4.       The Loan is further evidenced by that certain Fixture Filing Disclosure Statement  
10   dated January 19, 2012 (the "Disclosure Statement"), executed by Debtors. A true and correct  
11   copy of the Disclosure Statement is attached hereto as **Exhibit B**.

12          5.       The Loan Agreement is secured by a duly recorded fixture filing, namely that  
13   certain UCC Financing Statement recorded in the Official Records of Yolo County on February  
14   1, 2012, Document No. 2012-0003188-00 (the "Fixture Filing"). A true and correct copy of the  
15   Fixture Filing is attached hereto as **Exhibit C**.

16          6.       The Fixture Filing encumbers certain goods ("Collateral") installed at Debtors'  
17   home located in Yolo County, California, at 958 K Street, Davis, CA, 95616, APN 070-394-004-  
18   000 (the "Subject Property").

19          7.       The Collateral is described in the Fixture filing as follows:  
20   Lennox 2.5 ton A/C #XC14-030 Coll # LC23/37Y9BG Furnace #G61 MPV-36B-071 UPFLOW  
21   16 seer 13 eer 95% afue 2 heat/1 cool Thermostat Vision Pro 8000 ARI #3333946  
22   Panel 14 x Schuco USA Model MPE 235 PS 09  
23   Inverters Area 1 1 SMA America Model SB4000US  
24   40 Gallan State GS6 40 YOCT Water Heater

25          8.       In summary, the Collateral consists of a Lennox HVAC system, a thermostat, 14  
26   Schuco solar panels and related inverters and equipment, and a 40 gallon water heater.

27          9.       The Collateral was installed on March 12, 2012. A true and correct copy of the  
28   "Certificate of Completion" is attached hereto as **Exhibit D**.

          10.       The Certificate of Completion shows the total project/contract price as \$66,200.

1           11.     According to the "Estimated Disbursement Statement," Debtors received a grant  
2 from CHF in the amount of \$1,950.00 to offset some of the cost of the project, which is why  
3 Debtors' loan is less than the total project cost. A true and correct copy of the Estimated  
4 Disbursement Statement is attached hereto as **Exhibit E**.

5           12.     On November 4, 2015, I contacted a representative of Villara Building Systems, a  
6 licensed contractor ("Licensed Contractor") that is familiar with the type of equipment and  
7 installation that secures the Loan, to obtain an estimated current valuation of the Collateral  
8 considering the age and condition of the Collateral.

9           13.     According to the Licensed Contractor, the current value of the three largest  
10 components of the Collateral, specifically the Lennox HVAC system, the 14-panel Schuco solar  
11 system, and the 40 gallon water heater, including three years of depreciation, is \$16,100.

12           14.     CHF will be filing an opposition to Debtors' motion to value the Collateral and  
13 will offer evidence of the Licensed Contractor's valuation in support of that opposition.

14           15.     The Loan and Security Agreement, Disclosure Statement, Fixture Filing, and each  
15 of the other documents evidencing and securing the Loan will hereinafter be referred to  
16 collectively as the "Loan Documents."

17           16.     Under the terms of the Loan and Security Agreement, Debtors promised to pay to  
18 CHF the amount of \$64,725.00, and all other amounts required by the Loan Agreement, in one  
19 hundred eighty (180) monthly payments in the amount of \$359.58 each with an estimated due  
20 date for the first payment of February 1, 2012 ("Monthly Payments").

21           17.     Under the terms of the Loan and Security Agreement, the interest rate is fixed at  
22 an interest rate of 0.056% per year ("Loan Agreement Rate").

23           18.     Under the terms of the Loan and Security Agreement, should Debtors fail to make  
24 any payment within 15 days after such payment is due, Debtors will be charged a late fee of 5%  
25 of the late payment, or \$5.00, whichever is greater ("Late Charge").


26           19.     Under the terms of the Loan and Security Agreement, Debtors promised, among  
27 other things, to pay all expenses, including attorneys' fees, incurred by CHF in the perfection,  
28

1 preservation, realization, and enforcement of CHF's security interest in the Collateral, promised  
2 to indemnify CHF against loss of any kind, including reasonable attorneys' fees, caused to CHF  
3 by reason of its interest in the Collateral, and promised to keep the Collateral in good repair.

4 20. Under the terms of the Loan Agreement, upon the occurrence of an event of  
5 default, CHF shall have the right, at its sole option, to declare all amounts owing or otherwise  
6 outstanding under the Loan and Security Agreement (including, without limitation, all interest  
7 and unpaid principal) immediately due and payable.

8 21. As of September 28, 2015 (the "Petition Date"), there was due and owing under  
9 the Loan and Security Agreement the sum of \$49,993.90, consisting of principal in the amount  
10 of \$49,979.28, and Late Charges in the amount of \$14.62.

11 I declare under penalty of perjury that the foregoing is true and correct. Executed on  
12 November 5, 2015, at Sacramento, California.

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14   
15 Peter Tran

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UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION

In re:	)	CASE NO. 15-27566 - C - 13C
	)	
JEFFREY SCOTT NEITHERCUTT and	)	DC No.: KO-01
BECKY LYDIA NEITHERCUTT,	)	
	)	Date: December 8, 2015
Debtors.	)	Time: <u>2:00 p.m.</u>
	)	Court Room 33
	)	501 I Street, 6th Floor
	)	Sacramento, California
	)	Judge: Hon. Christopher M. Klein

**EXHIBITS A - E TO DECLARATION OF PETER TRAN IN SUPPORT OF  
OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN**

Page(s)

<b>Exhibit A</b>	CHF Loan And Security Agreement (And Grant) dated January 19, 2012 (the "Loan and Security Agreement"), in the original principal amount of \$64,725.00, executed by Debtors in favor of CHF.	2-6
<b>Exhibit B</b>	Fixture Filing Disclosure Statement dated January 19, 2012 (the "Disclosure Statement"), executed by Debtors.	7-8
<b>Exhibit C</b>	Recorded fixture filing, namely that certain UCC Financing Statement recorded in the Official Records of Yolo County on February 1, 2012, Document No. 2012-0003188-00 (the "Fixture Filing").	9-12

1		<u>Page(s)</u>
2		
3	<b>Exhibit D</b>	The Collateral was installed on March 12, 2012, evidenced
4		by "Certificate of Completion" 13-14
5	<b>Exhibit E</b>	Estimated Disbursement Statement 15-16
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**EXHIBIT A**



## CHF LOAN AND SECURITY AGREEMENT (AND GRANT)

BORROWER

CO-BORROWER

FILE #

Jeff Neithercutt

Becky Neithercutt

2036

For Internal Use Only

## CHF LOAN AND SECURITY AGREEMENT (AND GRANT)

This Loan and Security Agreement ("Agreement") is made by and between the borrower(s) listed below ("you" or "Borrower") and CRHMA Homebuyers Fund ("CHF"), 1215 K Street, Suite 1650, Sacramento, CA 95814.					
BORROWER			CO-BORROWER		
Jeff Neithercutt			Becky Neithercutt		
MAILING ADDRESS			MAILING ADDRESS		
958 K Street			958 K Street		
CITY	STATE	ZIP	CITY	STATE	ZIP
Davis	CA	95616	Davis	CA	95616
"Agreement Date" means the date Borrower signs this Agreement, as evidenced by the date on the signature block below. If there is more than one Borrower, the Agreement Date is the date that the last Borrower signs this Agreement, as evidenced by the date on the signature block below.					

## 1. TRUTH IN LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
0.056%	\$0.00	\$64,725.00	\$64,725.00
Your payment schedule will be as follows:			
NUMBER OF PAYMENTS	MONTHLY PAYMENT AMOUNT		WHEN PAYMENTS ARE DUE
180	\$359.58		Monthly, beginning 2/1/2012 (ESTIMATED)

## 2. ITEMIZATION OF AMOUNT FINANCED.

- \$64,250.00 paid into the escrow (established pursuant to Section 10), on your behalf, and to be disbursed pursuant to the separate escrow instructions of Borrower.
- \$150.00 paid to CRHMA Homebuyers Fund for loan processing fee.
- \$25.00 paid to North American Title Company for sub-escrow fees.
- \$110.00 paid to North American Title Company for lender's policy.
- \$90.00 paid to North American Title Company for processing, wire and recording fees.
- \$275.00 prepaid finance charge (above disclosed loan processing and sub-escrow fees).

3. **CONDITIONS TO FUNDING.** CHF's obligation to make/fund this Loan ("Loan") is subject to the full and complete satisfaction of the conditions set forth in section 9 (see reverse) (the "Conditions"). CHF will not make/fund this Loan until the Conditions are satisfied. If the Conditions are not satisfied within ninety (90) days of the Agreement Date (or any earlier date specified in this Agreement for the satisfaction of any particular condition set forth in section 9), CHF will have the right, but not the obligation, to terminate this Agreement without further obligation to you.

4. **GRANT, CONDITIONS.** Addition to the Loan, you have been conditionally approved for a grant in the amount of \$1,950.00 (the "Grant"). The Grant is comprised of the following components: (1) \$400.00 for the initial energy audit; (2) \$300.00 for the final energy audit; and \$1,250.00 to reduce the cost of the energy efficiency improvements to your Property. CHF will not issue the Grant to you unless all of the Conditions to Loan funding set forth in Section 9 are satisfied. If you do not receive the Loan, you will not receive the Grant. Upon Loan funding, the Grant, together with the Loan proceeds, will be released to the escrow established pursuant to Section 10.

5. **INTEREST.** Interest will be charged on that part of the principal which has not been paid. Interest will be charged beginning on the date the Loan funds are disbursed, and will continue until the full amount of principal has been paid. Interest is computed on the basis of a 365-day year.

6. **LATE FEE.** Should you fail to make any payment under this Agreement within 15 days after such payment is due, you will be charged a late fee of 5% of the late payment, or \$5.00, whichever is greater.

7. **PREPAYMENT, PAYOFF.** You may prepay this Loan in whole or in part at any time without penalty. Whenever a prepayment is made, you must include a written notice with the payment identifying it as a prepayment. If you wish to pay the Loan balance in full, information about the payoff figures will be furnished upon request by calling (855) 740-8422.

The CHF Residential Energy Retrofit Program is sponsored by CRHMA Homebuyers Fund (CHF), a California Joint Powers Authority. Funding for the program is made possible through a grant award from the Energy Commission Energy Resources Conservation and Development Commission of the State of California. Program restrictions apply. Call CHF at (855) 740-8422 for details.



CHF LOAN AND SECURITY AGREEMENT (AND GRANT)  
 BORROWER: Jeff Neithardt : Becky Neithardt  
 FILE # 2036

## 8. SECURITY INTEREST PROVISIONS.

8.1 You may prepay this Loan in whole or in part at any time without penalty. Whenever a prepayment is made, you must include a written notice with the payment identifying it as a prepayment. If you wish to pay the Loan balance in full, information about the payoff figures will be furnished upon request by calling (855) 740-8422.

### Collateral Description (If equipment, include model numbers):

1. Lennox 2.5 ton A/C 4XC14-050 Cpk a LC23/27V800 Furnace 8461 HPV-98-071 UNFLOW
2. 16 Beer 12 aer 95% plus 2 honeywell Thermostat Vision Pro 8000 ART 833359-01
3. Panel 14 x 8 schuco USA Model MPE 235 PS 09
4. Invertek Area 1 J SNA America Model SB400605
5. 40 Galena State 886 40 TOCT Water Heater

The Collateral is located at and related to the following real property (the "Property"): STREET ADDRESS CITY STATE ZIP  
 958 & 960 K Street Davis CA 95616

8.2 CHF will record a Financing Statement as a "Fixture Filing" in the County where the Property is located. The Financing Statement will encumber the Collateral and will describe the Property to which it relates. You authorize CHF to prepare and file and/or record a Financing Statement and such other documents as may be required to perfect and maintain CHF's security interest in the Collateral. Refer to the Fixture Filing Disclosure Statement delivered to you for additional information.

### 8.3 You promise:

- A. To pay all amounts owed to CHF when they are due.
- B. To pay all expenses, including attorneys' fees, incurred by CHF in the perfection, preservation, realization, and enforcement of CHF's security interest in the Collateral.
- C. To indemnify CHF against loss of any kind, including reasonable attorneys' fees, caused to CHF by reason of its interest in the Collateral.
- D. To keep the Collateral in good repair.
- E. Not to sell, lease, transfer or otherwise dispose of a legal or equitable interest in the Collateral without CHF's prior written consent.
- F. Not to permit any additional liens upon the Collateral.
- G. To maintain fire and casualty insurance on the Property (including the Collateral) in a reasonable amount.
- H. To pay all taxes on the Property when due.
- I. To perform all acts necessary to maintain, preserve and protect the Collateral.
- J. Not to remove or sever the Collateral from the Property.

8.4 You warrant that you own the Property and are authorized to grant the security interests in the Collateral and makes the covenants set forth above.

9. **CONDITIONS TO LOAN FUNDING AND GRANT.** CHF shall have no obligation to fund this Loan, to issue the Grant, or to pay any other amount to you unless and until all of the following Conditions are satisfied:

9.1 You and Contractor have each delivered to CHF a fully executed CHF form "Certification of Completion" (with all required attachments) certifying that the work required to be performed pursuant to the Home Improvement Contract between you and the Contractor has been performed as agreed. (As used in this Agreement, the term "Contractor" shall mean a CHF approved contractor with whom you have contracted to perform energy efficient improvements to the Property.)

9.2 CHF has received and approved a fully executed CHF form "Post-Construction Energy Audit Confirmation" from a CHF approved auditor.

9.3 Contractor has delivered lien releases to you (with copies to CHF) that will, upon full payment to Contractor, be effective to waive and release all mechanics' and materialmen's liens in connection with or related to the work performed by Contractor on the Property.

9.4 You have fully executed and delivered to CHF all Loan and other documents required by CHF on or before the tenth (10th) business day following the Agreement Date.

9.5 You have not exercised your 3-day right to rescind/cancel this Agreement.

10. **ESCROW.** Funding of the Loan and issuance of the Grant will be made through an escrow opened to facilitate Loan closing. CHF will choose the escrow company; however, Borrower shall have the right to choose a different escrow company, subject to CHF's reasonable approval and Borrower's out-of-pocket payment of any and all additional costs.

The CHF Residential Energy Retrofit Program is sponsored by CHRFPA member Fesco (CHF), a California Joint Powers Authority. Funding for the program is made possible through a grant award from the Energy Commission Energy Resources Conservation and Development Commission of the State of California. Program restrictions apply. Call CHF at (855) 740-8422 for details.



**CHF LOAN AND SECURITY AGREEMENT (AND GRANT)**  
 BORROWER: 155-CORROSA  
 Jeff Neithercutt | Becky Neithercutt  
 File # 2036  
*For Lender Use Only*

**11. DISCLAIMER. CHF DOES NOT WARRANT THAT THE IMPROVEMENTS FINANCED UNDER THIS AGREEMENT WILL ACHIEVE ANY ENERGY SAVINGS OR OTHERWISE REDUCE YOUR UTILITY BILLS. CHF HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE GOODS, FIXTURES, AND OTHER IMPROVEMENTS FINANCED UNDER THIS AGREEMENT.**

**12. DEFAULT AND REMEDIES.**

**12.1** The occurrence of any of the following events shall constitute an event of default under this Agreement:

- A. You fail to make any full payment, when due, of principal, interest or other amount required to be paid under this Agreement.
- B. You breach any obligation or covenant under this Agreement, any amendments or addendums to this Agreement, or any other agreement with CHF.
- C. Any representation, warranty, or statement made or furnished to CHF by or on your behalf proves to be false or misleading in any material respect when made or furnished.
- D. The Collateral is lost, stolen or damaged.
- E. There is a seizure or attachment of, or levy on, the Collateral or the Property.
- F. You voluntarily or involuntarily enter into bankruptcy proceedings.

**12.2** When an event of default occurs:

- A. CHF shall have the right, at its sole option, to declare all amounts owing or otherwise outstanding under this Agreement (including, without limitation, all interest and unpaid principal) immediately due and payable.
- B. CHF may exercise all rights and remedies available to a secured creditor after default, including, but not limited to, the rights and remedies of secured creditors under the California Commercial Code. These remedies include, but are not limited to, removal, repossession, and sale of the Collateral.
- C. You authorize CHF, its representatives, and/or agents to enter the Property or other premises where all or part of the Collateral is located and remove all or a portion of it.

**12.3** Neither the acceptance of any partial or delinquent payment by CHF, nor CHF's failure to exercise any of its rights or remedies on default, shall be a waiver of the default, a modification of this Agreement, or a waiver of any subsequent default.

**12.4** Anything herein to the contrary notwithstanding, in the event of a voluntary sale, transfer or conveyance of all or any portion of the Collateral as part of a sale, transfer or conveyance of a legal or equitable interest in the Property, without the prior written consent of CHF, any indebtedness or obligation hereunder, shall at the option of CHF, immediately become due and payable.

**13. MISCELLANEOUS PROVISIONS.**

**13.1** Except as expressly set forth in this Agreement, this Agreement may not be amended or terminated except by a writing signed by all of the parties hereto.

**13.2** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

**13.3** This Agreement may be executed in counterparts, all of which together shall constitute one Agreement binding on all parties hereto from and after the time all parties have executed one counterpart.

**13.4** This Agreement will bind and benefit the successors and assigns of the parties, but you may not assign your rights under this Agreement without the prior written consent of CHF.

**13.5** For purposes of processing and facilitating your Loan and Grant: (i) you authorize CHF to disclose to Contractor that you have been approved for this Loan and the amount for which you have been approved, including any Grant approvals; and (ii) you authorize CHF to share with Contractor any and all information and documentation prepared or delivered in connection with the Loan and Grant transaction.

**13.6** You authorize CHF to disclose information about this Loan and your energy usage/savings to the California Energy Commission and the U.S. Department of Energy. You authorize the release of energy usage and billing information to CHF, the California Energy Commission, and the U.S. Department of Energy, for program evaluation and future energy efficiency monitoring.

**13.7** Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon (nor obligate any of the parties hereto to) any person or entity other than the parties hereto.

**13.8** This Agreement shall not be construed against either party, and notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty shall not be construed against either CHF or Borrower based upon authorship of any of the provisions hereof.

**13.9** If any date for performance herein falls on a Saturday, Sunday or holiday, as defined in section 6700 of the California Government Code, the time for such performance shall be extended to 5:00 p.m. on the next business day. A "business day" shall mean a day that is not a Saturday, Sunday or legal holiday in the State of California.

**13.10** Time is of the essence in this Agreement.

**13.11** None of the captions of the articles, paragraphs and/or subparagraphs of this Agreement shall be construed as a limitation upon the language of the paragraphs and/or subparagraphs, said captions having been inserted as a guide and partial index and not as a complete index of the contents of such paragraph and/or subparagraph.

The CHF Residential Energy Retrofit Program is sponsored by CH2M-Hill Homebuyers Fund (CHF), a California Joint Powers Authority. Funding for the program is made possible through a grant award from the Energy Commission Energy Approvals Commission and Development Commission of the State of California. Program restrictions apply. Call CHF at (415) 740-8422 for details.

**NOTICE TO BORROWER(S):** Do not sign this Agreement before you read it or if it contains any blank spaces. You are entitled to a completely filled-in copy of this Agreement. This Agreement and all other documents required by CHF must be signed and accepted by you and delivered to CHF on or before the tenth (10th) business day following the Agreement Date or CHF will have no obligation to make this Loan or Grant to you. Refer to this Agreement for information about nonpayment, default, and any required payment, in full before the scheduled date.

I have read, understand, and agree to the terms and conditions listed above and on the reverse side of this Agreement.

	01-19-2012		01-19-2012
BORROWER'S SIGNATURE	DATE	CO-BORROWER SIGNATURE	DATE

The CHF Residential Energy Retrofit Program is sponsored by CHHWA Homebuyers Fund (CHF), a California Joint Powers Authority. Funding for the program is made possible through a grant award from the Energy Commission Energy Resource Conservation and Development Committee of the State of California. Program restrictions apply. Call CHF at (855) 340-6422 for details.

## **EXHIBIT B**



CHF LOAN - FIXTURE FILING DISCLOSURE STATEMENT  
 BORROWER: Jeff Neithercutt  
 CO-BORROWER: Becky Neithercutt  
 FILE #: 2036  
 For Internal Use Only

### FIXTURE FILING DISCLOSURE STATEMENT

By signing this Fixture Filing Disclosure Statement, each Borrower identified below acknowledges and agrees that:

1. Borrower has applied to, and been conditionally approved by, CRHMFA Homebuyers Fund ("CHF") for a CHF Loan ("Loan") under CHF's Residential Energy Retrofit Program, the proceeds of which will be used by Borrower to perform energy efficient residential improvements, including the purchase of certain goods (the "Collateral") to be installed as fixtures on the Borrower's real property ("Property").
2. In connection with the Loan, Borrower will enter into a CHF Loan and Security Agreement (and Grant) ("Loan Agreement") with CHF. Borrower's performance of its obligations under the Loan Agreement will be secured by a financing statement to be recorded as a fixture filing in the real property records as a lien against the Collateral (the "Fixture Filing"). The Fixture Filing will describe the Property to which it relates.
3. The Fixture Filing is intended to and will remain enforceable against the Collateral until all amounts owed to CHF under the Loan Agreement are satisfied.
4. The Fixture Filing will be a lien against the Collateral, and is intended to and shall be a purchase money priority lien, taking priority over pre-existing voluntary liens, fixture filings, and deeds of trust recorded against the Property, in accordance with California Commercial Code Section 9334(d).
5. The Collateral does not consist of ordinary building materials.
6. If Borrower obtains additional financing from other lenders after the date of the execution of the Loan Agreement, the Fixture Filing shall take priority over any such subsequent financing and related security documents unless and until CHF evaluates and consents to a junior lien position by signing a written subordination agreement in favor of a new lender. CHF shall have no obligation to enter into any such subordination agreement.

EACH BORROWER ACKNOWLEDGES THAT HE/SHE HAS READ AND AGREES WITH THE TERMS OF THIS FIXTURE FILING DISCLOSURE STATEMENT.

BORROWER'S SIGNATURE 		DATE 01-19-2012	CO-BORROWER'S SIGNATURE 		DATE 01-19-2012
BORROWER'S NAME Jeff Neithercutt			CO-BORROWER'S NAME Becky Neithercutt		
MAILING ADDRESS 958 K Street			MAILING ADDRESS 958 K Street		
CITY Davis	STATE CA	ZIP CODE 95616	CITY Davis	STATE CA	ZIP CODE 95616

The CHF Residential Energy Retrofit Program is sponsored by CRHMFA Homebuyers Fund (CHF), a California Non-Profit Authority. Funding for the program is made possible through a grant award from the Energy Commission Energy Resource Conservation and Development Commission of the State of California. Program restrictions apply. Call CHF at (858) 740-6472 for details.

**EXHIBIT C**

2636  
Recording Requested by  
Title Court Service

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

CRHMF Homebuyers Fund  
1215 K Street, Suite 1850  
Sacramento, CA 95814



YOLO Recorder's Office  
Freddie Oakley, County Recorder  
DOC- 2012-0003188-00

Check Number 229339

REC'D BY SPL EXPRESS INC

Wednesday, FEB 01, 2012 08:02:00

Ttl Pd \$20.00

Nbr-0000965793

FRT/R5/1-3

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME			
OR			
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
Neithercutt		Jeff	
1c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
958 K Street		Davis	CA 95616 US
ADDL INFO RE ORGANIZATION	1d. TYPE OF ORGANIZATION	1e. JURISDICTION OF ORGANIZATION	1f. ORGANIZATIONAL ID #, if any

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
OR			
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
Neithercutt		Becky	
2c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
958 K Street		Davis	CA 95616 US
ADDL INFO RE ORGANIZATION	2d. TYPE OF ORGANIZATION	2e. JURISDICTION OF ORGANIZATION	2f. ORGANIZATIONAL ID #, if any

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME			
OR			
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
CRHMF Homebuyers Fund			
3c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
1215 K Street, Suite 1850			US
ADDL INFO RE ORGANIZATION	3d. TYPE OF ORGANIZATION	3e. JURISDICTION OF ORGANIZATION	3f. ORGANIZATIONAL ID #, if any

4. This FINANCING STATEMENT covers the following collateral:

Lennox 2.5 ton A/C #XC14-030 Coil # LC23/37Y9BG Furnace #G61 MPV-38B-071 UPFLOW
16 seer 13 eer 95% efus 2 heat/1 cool Thermostat Vision Pro 8000 ARJ #3333946
Panel 14 x Schuco USA Model MPE 235 PS 08
Inverters Area 1 1 SMA America Model SB4000US
40 Gallon State G86 40 YOCT Water Heater

5. ALTERNATIVE DESIGNATION IF APPLICABLE: ☐ LESSOR/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ SALESMAN/SALE ☐ BILLER/BUYER ☐ AS LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed (for record) (for recording) in the REAL ESTATE RECORDS ADMINISTRATION BY APPLICANT

7. Check to REQUEST SEARCH REPORT(s) on Debtor(s)

ADDITIONAL FEE (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

(13)

Page 2 of 2

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) OR RELATED FINANCING STATEMENT

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

Netherout

Jeff

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

ADD'L INFO  
RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

12. ☒ ADDITIONAL SECURED PARTY'S ☐ ASSIGNOR S/P'S NAME - Insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

ADD'L INFO  
RE  
ORGANIZATION  
DEBTOR

12e. TYPE OF ORGANIZATION

12f. JURISDICTION OF ORGANIZATION

12g. ORGANIZATIONAL ID #, if any

13. This FINANCING STATEMENT covers

☐ debtor to be out, or☐ no-entrusted collateral, or is filed as a☒ future filing.

14. Description of real estate:

See attached Exhibit A.

Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Additional collateral description:

[ADD DESCRIPTION OF COLLATERAL FROM SECTION 8  
of LOAN AGREEMENT. IF EQUIPMENT, INCLUDE MODEL  
NUMBERS.]

17. Check only if applicable and check only one box

Debtor is a ☐ Trust or ☐ trustee acting with respect to property held in trust or☒ Decedent's Estate

18. Check only if applicable and check only one box.

☒ Debtor is a TRANSMITTING UTILITY☒ Filed in connection with a Manufactured-Home Transaction☒ Filed in connection with a Public-Finance Transaction

11/10/15

**EXHIBIT "A"**

The land referred to herein is situated in the State of California, County of Yolo, City of Davis described as follows:

LOT 70, IVY TOWN UNIT TWO, FILED MAY 21, 1963, IN BOOK 6 OF MAPS, PAGES 6 AND 7, YOLO COUNTY RECORDS.

APN: 070-394-004-000

Policy No.: 54803-12-1128691-01

North American Title Insurance Company

Order No.: 54803-1128691-12

END OF DOCUMENT

**EXHIBIT D**

No title 3-2-12



BORROWER

CO-BORROWER

CERTIFICATION OF COMPLETION

FILE # 20310  
For Internal Use Only

## CERTIFICATION OF COMPLETION

<b>BORROWER INFO</b>			<b>CO-BORROWER INFO</b>		
BORROWER NAME Jeff Neithardt			CO-BORROWER NAME Becky Neithardt		
MAILING ADDRESS 150 K Street			MAILING ADDRESS SAME		
CITY Davis	STATE Ca	ZIP 95616	CITY	STATE	ZIP
HOME PHONE 530-902-6866		WORK PHONE	HOME PHONE		WORK PHONE

<b>CONTRACTOR INFO</b>			<b>PROJECT INFO</b>		
CONTRACTOR NAME Advance Comfort & Energy Systems			PROPERTY ADDRESS 880 K Street + 958 K Street		
MAILING ADDRESS 4700 Lang Ave			CITY Davis		
CITY McClellan	STATE Ca	ZIP 95652	STATE Ca	ZIP 95616	
LICENSE NUMBER 1612834			DATE OF HOME IMPROVEMENT CONTRACT AND ADDENDUM (between Contractor and Borrower):		
BUSINESS PHONE 916-646-2700 Ext 1173			TOTAL PROJECT/CONTRACT PRICE: \$ 66,200-		

<b>CONTRACTOR'S CERTIFICATION OF COMPLETION</b>	
The undersigned contractor certifies as follows:	
(1) the work required by and in accordance with the terms of the Home Improvement Contract and Addendum referenced above has been completed; and (2) the information supplied on this document is true and correct.	
 CONTRACTOR'S SIGNATURE	DATE 3/12/12
DATE INSTALLED 3/12/12 PERMIT NUMBER 11-2404 + 11-2489 ISSUING AGENCY City of Davis Building Inspection Division DATE OF FINAL APPROVAL OF WORK BY ISSUING AGENCY: (attach copy of permit showing final approval by issuing agency)	

<b>BORROWER'S CERTIFICATION OF COMPLETION</b>			
NOTE: DO NOT SIGN UNTIL INSTALLATION IS COMPLETE			
I hereby confirm the satisfactory completion of the work contracted for pursuant to the Home Improvement Contract and Addendum referenced above, and authorize CHF to release the loan funds into escrow. I understand that interest will begin to accrue on my loan from CHF on the date the funds are released into escrow. I understand that loan funding and/or the issuance of any applicable grant is/are subject to the satisfaction of all funding conditions set forth in my Loan Agreement with CHF.			
 BORROWER'S SIGNATURE	DATE 03-12-2012	 CO-BORROWER'S SIGNATURE	DATE 03-12-12

The CHF Residential Energy Retrofit Program is sponsored by CHHFA, HomeBuyers Fund (CHF), a California Joint Powers Authority. Funding for the program is made possible through a grant award from the Energy Commission, Energy Resources Conservation and Development Commission of the State of California. Program restrictions apply. Call CHF at (855) 740-8422 for details.

**EXHIBIT E**



2240 Douglas Boulevard, Suite 120 • Roseville, CA 95661

**Estimated Disbursement Statement****Property:** 958-960 K Street, Davis, CA 95616**File No:** 54803-1128691-12  
**Print Date:** 01/26/2012, 2:36 PM**To:** CRHMFA Homebuyers Fund  
1215 K Street, Suite 1650  
Sacramento, CA 95814**Reference:** Nelthercott

Charge Description	Charge	Credit
<b>Adjustments:</b>		
New Loan Amount		64,725.00
Subtotal:	-4,725.00	
<b>New Loan(s):</b>		
Lender: CRHMFA Homebuyers Fund		
Processing Fee - CRHMFA Homebuyers Fund	250.00	
Credit for CRF Grant - CRHMFA Homebuyers Fund		1,550.00
County property taxes @ \$154.16/mo - CRHMFA Homebuyers Fund		
Subtotal:	-1,750.00	
<b>Title/Encrow Charges:</b>		
Sub-Encrow Fee (1102) to North American Title Company, Inc.	25.00	
Processing Fee (1101) to North American Title Company, Inc.	40.00	
Domestic Wire Fee (1101) to North American Title Company, Inc.	25.00	
Recording Process Service Fee (1101) to North American Title Company, Inc.	25.00	
FAST, LCP (NATICW) (1104) to North American Title Company, Inc.	110.00	
Subtotal:	225.00	
<b>Agent/Underwriter Premium Detail:</b>		
Agent's portion of the total title insurance premium	99.00	
to North American Title Company, Inc.	99.00	
Underwriter portion of the total title insurance premium	11.00	
to North American Title Insurance Company		
<b>Disbursements Paid:</b>		
Payment to Contractor to Advanced Comfort & Energy Systems (a Division of Bestler Corp)	66,200.00	
Subtotal:	66,200.00	
<b>Totals:</b>	66,675.00	66,675.00

Executed by:

Contractor

Borrower

Borrower